



FAREED MAHMOOD GHANI & ASSOCIATES

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M/S..... & FMG CONSULTING RETAINER AGREEMENT

THE PARTIES

This Retainer ("AGREEMENT") is made effective as of (date).....
by and between FAREED MAHMOOD GHANI & ASSOCIATES herein referred to as
"FMG Consulting" and M/s.....with an
address, Pakistan, Sindh, Islamic Republic of Pakistan herein referred to as "CLIENT"

TERM

This retainer agreement shall expire on (date)and will be liable to
termination by either side by giving one (01) month notice or by making payment in lieu
thereof, unless revised as mutually agreed upon or completion of the services performed.

RETAINER

(a) Client agrees to pay by cross cheque through bank direct deposit or online digital
payable to "FAREED MAHMOOD GHANI & ASSOCIATES" at UBL IBAN number
PK 64 UNIL 0112 0949 0104 4423 a monthly retainer (non-refundable) of PKR.....
(words)..... at the beginning of every month upon submission of bill/
invoice.

- (b) Client agrees that the retainer fee is only for consultancy agreed upon services.
- (c) Client agrees to pay more for additional services incurred in excess of the retainer.
- (d) Client agrees that FMG Consulting will have earned the entire retainer once payment has
been tendered regardless of law firm performance of any services for client.



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CONSULTANCY AND LEGAL FEES DISBURSEMENTS

There is no law that set specific fees for services. However, the rules of professional conduct (RPC) mandate that fee would be reasonable. **Client agrees to pay FMG**

Consulting annually PKR...../= (words).....

for advice and consultation at our law office chamber rendered during regular working hours. No charges, apart from retainer shall be paid for such consultation or advice through email and whats app group.

PAYMENT OF TAXES

Under this agreement, the client shall be responsible for any federal or provincial taxes from FMG Consulting payments or make payments on behalf of the FMG Consulting incurred while performing the services under this agreement. Client shall email every month, tax payment receipt (CPR Challan) to FMG Consulting. Upon demand, Client shall provide FMG Consulting with proof that such deduction of tax have been made.

COMMUNICATIONS

Client has been informed that FMG Consulting usual mode of keeping clients informed about the status of pending matters in this office is to copy all incoming and outgoing written communications, and client has been directed to retain all such copies, periodic billing statements so that client's file should be virtually identical to FMG Consulting file as the case progresses. Client understands that FMG Consulting office works by appointment and scheduling, such that all client meetings must be by appointment.

MODIFICATIONS

This agreement may be modified only by the execution of a written agreement signed by the FMG Consulting and the client. If client wants any additional services that have not been included in this agreement, a separate agreement will be necessary.



SCOPE OF SERVICES

FMG Consulting shall be bound to render legal retainer ship services for M/s.....

Legal Correspondence

- Drafting of HR related correspondence (appointment, transfer, retirement, promotion, demotion, suspension, lay off, charge sheet, show cause, warning, dismissal, full and final settlement, termination, enquiry letter, grievance reply) etc. in alignment with the corporate human resource policy, code of conduct, service rules, employment and labor laws.

Disciplinary Matters

- Assist and coordination with department heads on conducting domestic enquiry and report in all disciplinary matters of the employees (misappropriation of fund, habitual late attendance, disorderly behavior, illegal gratification, inefficiency, fraud, malingering, misleading statements, willful insubordination, willful damage to property, absence for more than 10 days, irregularities, breach of any law, negligence etc.)

Legal Opinion

- Advise client of their legal rights. Provide case laws, citations, judgments, gazette notifications and circulars on various amendments from all Pakistan provinces (nationwide) and Azad Kashmir (AJK) of Ministry of Labor & Human Resource
- Conduct of in depth research of legal precedents and analysis, drawing conclusions and dealt with a broad range of labor, employment laws legislations, formulate legal inputs, opinions, comments and reports.



Legal Documentation

- Drafting, vetting and review of legal documents (legal notice, disclaimer, conveyancing of enforceable employment contract, deed, negotiations of settlement (outsourcing or contractor's agreements) and other documents of commercial nature in consonance with labor and employment laws.

Interpretation of Laws (covered all 4 provinces of Pakistan and AJK)

- Interpretation and ensure adherence of all prevailing laws, usage, customs, practices, statutory provisions and regulations applicable to workmen and non-workmen (management cadre) such as Sindh Commercial Establishment Act, NIRC Rules & Regulations, Sindh Labor Policy, Employers Liability Act, Workers Welfare Fund Act, Apprenticeship Act, Workers Profit Participation Act, Sindh Occupational Health and Safety Act etc.

HR Social Compliance

- Co-ordinate with the social compliance manager and ensure compliance with legal requirements, established good practices, periodical returns and registrations with legislations such as Protection against Harassment of Women at Workplace Act, Minimum Wages Act, Maternity Benefit Act, Payment of Wages Act, Sindh Employees Social Security Act (SESSI), Employees Old Age Benefits Act (EOBI), Disabled Persons Act, Workmen Compensation Act, etc.



LITIGATION COSTS AND EXPENSES

- Undertake appropriate legal action in circumstances of disputes from the management side. Handle versatile nature of legal proceeding before the various courts of law and forums (Supreme Court, Provincial High Courts, Provincial Labor Appellate Tribunal, Provincial Labor Courts, Provincial National Industrial Relations Commission , Federal Service Tribunal, Provincial Services Tribunal, Social Security, EOBI, Commissioner Workmen Compensation) etc. in relation to trade union matters and individual employees.
- Drafting of pleadings, revision petitions, appeals with case histories, para-wise legal objections, reply statements, counter affidavits, written arguments, rejoinders and assembling of documentary evidence.

FMG Consulting will charge client in relationship to services under this agreement. In addition to paying retainer fees, client shall pay for all costs and expenses incurred by the FMG Consulting, including, but not limited to, the following:

- (a) Litigation fee and court appearances (b) Court filing fees (c) Investigation and deposition costs (d) Fees fixed by law or assessed by courts or other agencies (e) In-office photocopying and document preparation (f) International conferences (g) Traveling costs (boarding and lodging) and any other related expenses incurred by the Consultant/Solicitor/Attorney. Each party to a legal proceeding has available certain alternatives and since the time spent on each matter varies, as does the nature and amount of work necessary to achieve a desired result, FMG Consulting makes no estimate as to the extent of the legal service or the total amount of fees and expenses which client's case will require.



SEVERABILITY

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

DISPUTES

If any dispute arises under this agreement, the FMG Consulting and the client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such disputes themselves, then either party may submit the dispute to mediation by a mediator approved by both parties.

CONFLICT OF INTEREST DISCLOSURES

To efficiently represent client, FMG Consulting sometimes may have to retain other service providers. FMG Consulting does not receive any financial benefit from service providers. Service providers are under the same obligations, as FMG Consulting to keep confidential client's matter. FMG Consulting will always put the best interest of client before the interests of these service providers.

CONFIDENTIALITY & PROPRIETARY INFORMATION

The FMG Consulting acknowledges that it will be necessary for the client to disclose certain confidential and proprietary information to the consultant/solicitor/attorney in order to perform their duties under this agreement. Unless waived by the client or impliedly authorized in order for the law firm to represent client or required by law or ethics, FMG Consulting will keep confidential all matters disclosed by client or discovered by solicitor/attorney during the course of representation and, when necessary, will invoke.



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LIENS AND ADJUDICATION

Client hereby grants FMG Consulting a lien on any and all claims or causes of action that are related to the subject of FMG Consulting representation under this agreement. FMG Consulting will retain possession of client's file and all information therein until full payment of all costs, expenses, and fees for services, subject to turnover or destruction of the file. If FMG Consulting is not instructed otherwise, client's file will be kept in FMG Consulting office for a limited time after completion of the case. Files are digitized, stored as PDF files and then destroyed upon completion of a case.

DISCHARGE AND WITHDRAWAL

In accordance with the rules of professional conduct, FMG Consulting may withdraw with client's consent or for good cause includes client's breach of any portion of this agreement. Client understands and expressly agrees that FMG Consulting may withdraw from representation of client at any time therein set forth including, but not limited to (a) payment of fees (b) costs and expenses on a timely basis (c) fails to cooperate in the preparation of the case (d) fails to make a full and complete disclosure of the facts and circumstances relating to the case (e) Client's refusal to cooperate with consultant/solicitor/attorney or to follow FMG Consulting advice on a material matter, or any other fact or circumstance that would render FMG Consulting continuing representation unlawful, unethical, or impractical (f) If client shall desire to retain other counsel, client will remain obligated to pay for all FMG Consulting fees and costs owed as required by the terms of this agreement. If consultant/attorney /solicitor had substantially performed, FMG Consulting may have earned entire fee even if FMG Consulting is discharged before completion of subject matter of representation. In either such circumstance, client agrees to sign the documents necessary to permit FMG Consulting to withdraw.



DISCLAIMER OF GUARANTEE

Nothing in this agreement and nothing in FMG Consulting statements to client will be construed as a promise or guarantee about the outcome of client's matter. FMG Consulting comments about the outcome of client's matter are expressions of opinion only. It is understood that it is impossible to predict how long a case will take, how much it will cost, or what the resulting outcome may be. FMG Consulting does not have or hold any power to guarantee any certain outcome in favor of client.

It is clearly understood that this relationship is that of Employment Laws & Industrial Relations Advisors and client and not a relationship of principal and agent or of legal advisor within the context of the companies (Appointment of Legal Advisors) Act.

ENTIRE AGREEMENT

This agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this agreement supersedes all other verbal or written agreements, promises, conditions, or understandings between the client and FMG Consulting. This agreement may be modified or amended if the amendment is made in writing and is signed by both parties. This agreement contains the entire agreement of the parties, except for separately executed conflict of interest disclosures, which, if executed, is incorporated with this agreement.



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SIGNING OF THIS AGREEMENT

This Retainer Agreement constitutes a legally binding between FMG Consulting and client. Agreement will not become effective, and FMG Consulting will have no duty to act on behalf of client, until the full payment of such retainer fee. The undersigned below have read and agree to be bound by this agreement, executed as of the date first written above. Because the practice of law can be complex, this agreement cannot completely disclose every interpretation of legal concepts.

I hereby acknowledge that I have read this Retainer Agreement and have discussed any questions or concerns I have regarding this agreement and have received a copy of the same. I agree to retain FMG Consulting of **FAREED MAHMOOD GHANI & ASSOCIATES** in accordance with the terms and conditions of this agreement.

FMG Sign/Stamp _____ Date _____

Full Name: FAREED MAHMOOD GHANI

M/S

Sign/Stamp _____ Date _____

Full Name _____ Designation _____